



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**FEB 10 2014**

Scott Randolph, Chairman  
Orange County Democratic Executive Committee  
P.O. Box 1648  
Orlando, FL 32802-1648

RE: MUR 6638  
William Todd Long, *et al.*

Dear Mr. Randolph:

This is in reference to the complaint you filed with the Federal Election Commission ("Commission") on September 4, 2012, concerning William Todd Long; Long, William Todd (f/k/a Todd Long for U.S. Congress) and Todd Long in his official capacity as treasurer; and Todd Long for Congress (2010) and Rosa Alvarez in her official capacity as treasurer (collectively, "Respondents"). Based on that complaint, and on information provided by the Respondents, after considering the circumstances of this matter, the Commission determined to dismiss this matter and close the file on February 4, 2014. The Factual and Legal Analyses, which more fully explain the basis for the Commission's decision, are enclosed.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66,132 (Dec. 14, 2009).

The Federal Election Campaign Act of 1971, as amended, allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8). If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Daniel A. Petalas  
Associate General Counsel

BY: Peter Blumberg  
Assistant General Counsel

Enclosures  
Factual and Legal Analyses

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**FEDERAL ELECTION COMMISSION**

**FACTUAL AND LEGAL ANALYSIS**

RESPONDENT: William Todd Long

MUR 6638

This matter was generated by a complaint filed with the Federal Election Commission by Scott Randolph alleging that, in 2009, William Todd Long entered into a "personal obligation to purchase a significant number of copies" of a book that he "co-published" with a publishing firm called Creation House. Compl. at 1 (Aug. 31, 2012). It further alleges that Long used \$44,499.99 in campaign funds to purchase copies of the book in 2009 and 2010 in fulfillment of that personal obligation, and an additional \$6,510 in campaign funds to mail out copies of the book in 2012. *Id.* at 1-2. The Complaint alleges that Long violated the Federal Election Campaign Act of 1971, as amended (the "Act"), and the Commission's "personal use" regulation by using campaign funds to fulfill a personal obligation of the candidate. *Id.* at 3. For reasons set forth below, the Commission concludes that further enforcement action would not be an efficient use of the Commission's resources and exercises its prosecutorial discretion to dismiss this matter.

Long ran for Congress in Florida's 8th Congressional District in 2008 and 2010, and in the 9th Congressional District in 2012. Todd Long for Congress was Long's principal campaign committee for the 2010 election and Rosa Alvarez served as its treasurer (collectively, the "2010 Committee"). The 2010 Committee filed a Statement of Organization with the Commission on October 30, 2009, and was terminated on September 2, 2010. Long's principal campaign committee for the 2012 election, which filed a Statement of Organization on March 26, 2012, was called Todd Long for U.S. Congress until November 27, 2012, when an amended Statement

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1 of Organization was filed changing the name to “Long, William Todd” and naming Todd Long  
2 as treasurer (collectively, the “2012 Committee”).

3 Complainant alleges that, in 2009, Long entered into a co-publishing agreement with  
4 Creation House to publish a book entitled *The Conservative Comeback: How To Win The Battle*  
5 *For The Soul Of America*. *Id.* The Complaint includes a copy of the Creation House 2010  
6 Catalog, which identifies Long as the author of a book by that same name, at a retail price of  
7 \$12.99. *Id.*, Ex. 1 at 6. The Complaint states that Long, the host of a radio talk show called *The*  
8 *Conservative Comeback* that aired in Central Florida on 540 WFLA AM, was attempting to  
9 “bolster his career as a radio talk show host by entering into a contract with a vanity publisher to  
10 co-publish a book with the same name as his radio show.” Compl. at 1, 3.

11 The Complaint quotes the terms found on Creation House’s website and alleges that,  
12 under the terms of Long’s agreement with Creation House, Long had a “personal obligation to  
13 purchase a significant number of copies” of the book and that Creation House would agree to  
14 “pay [the author] a royalty for each book [it] sell[s].” *Id.* at 1. The Complaint contends that  
15 Respondent violated the “personal use” prohibitions of the Act and Commission regulations  
16 when the campaign assumed Long’s personal obligation by disbursing \$44,499.99 to purchase  
17 copies of his book during the 2010 election cycle, and by using \$6,510 in campaign funds in  
18 2012 to mail copies of the book. *Id.* at 2-3.

19 In addition to Long’s “personal obligation” to purchase books based on the alleged  
20 agreement, the Complaint identifies other factors that it contends indicate that Long’s debt was  
21 personal and incurred irrespective of his 2010 and 2012 campaigns. For instance, an affidavit  
22 that Long executed on April 6, 2011, as part of his divorce proceeding lists a \$2,720 debt to  
23 “Strang Communications” among Long’s personal liabilities. *Id.*, Ex. 2 at 9. Further, the

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1 Complaint asserts that the 2010 Committee's failure to initially disclose the book payment  
2 reflects that Long "tried to hide" the payment, and attempted to "cover up" the "theft" by filing  
3 "false" disclosure reports. *Id.* at 2-3. Specifically, the Complaint states that the 2010 April  
4 Quarterly Report disclosed two \$10,833.33 payments to Strang Communications, listing the  
5 purpose as "check." *Id.* at 2. After the Reports Analysis Division ("RAD") sought clarification  
6 through a Request for Additional Information ("RFAI"), the 2010 Committee amended its April  
7 Quarterly Report, describing the purpose of one disbursement as "books/printing" and the other  
8 as "books." *Id.*, Ex. 9 at 2.

9 In addition to the disbursements to Strang Communications, the 2010 Committee  
10 reported \$1,533 in other book-related disbursements, including gas for book delivery and for  
11 postage. The Complaint states that Long "continue[d] to use campaign funds to distribute  
12 copies" of the book in 2012 based on disbursements totaling \$6,510 for postage and mailing.  
13 The chart below lists book-related disbursements disclosed by Long's campaign committees  
14 from 2009 through 2012 (amounts with asterisk not identified in Complaint):

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Book-related Disbursements Disclosed by 2010 and 2012 Committees

Date	Amount	Payee	Purpose
12/04/09	\$10,833.33	Strang Communications	Books
2/04/10	\$10,833.33	Strang Communications	books/printing
2/22/10	\$10,833.33	Strang Communications	Books
5/28/10	\$128.00*	Andrew Monk	Gas for book delivery
6/01/10	\$4,000.00	Strang Communications	Printing
7/19/10	\$4,000.00	Strang Communications	Printing
8/04/10	\$4,000.00	Strang Communications	Printing
8/19/10	\$731.00*	US Post Office	postage for books
8/19/10	\$674.00*	US Postal Service	mail books
7/13/12	\$1,240.00	Postmaster	stamps for books
7/17/12	\$2,470.00	Postmaster	stamps for books
7/18/12	\$2,800.00	Iamsco Mail	mailing books
Total	\$52,542.99		

In his response, Long acknowledges that he entered into a book agreement with Creation House in 2009. Long Resp. at 1 (Sept. 26, 2012). He does not dispute the Complaint's description of the terms of the co-publishing agreement; rather, he asserts that he purchased copies of his book with his own money. *Id.* Long further notes that "[w]hen [he] decided to run for Congress during the 2010 election, the campaign purchased many more books . . . which were distributed to over 20,000 voters in the district, some mailed and some hand delivered." *Id.* Long asserts that "at no time did [he] profit from any of these books we purchased for the campaign and at no time did [he] use campaign funds for any personal debts." *Id.*

Long states that, in the 2012 election, "the campaign once again distributed books" that he "had purchased personally in the primary for which costs were incurred."<sup>1</sup> *Id.* Long concedes that he "did owe Strang Communications a very small amount of money for books [he] had personally purchased from them, (which [the complaint] referred to . . . [in the] financial

<sup>1</sup> The primary election occurred on August 14, 2012. As indicated in the above chart, the 2012 Committee disclosed three book-related disbursements in July 2012.

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1 affidavit in the divorce proceeding),” but claims that he “believe[s] it was just delivery costs,”  
2 which he has “since repaid . . . with [his] own funds.” *Id.*

3 Long asserts that he entered into the publishing agreement in 2009, at which time he  
4 purchased some copies of his book under the agreement. The Committee asserts campaign funds  
5 were not used to pay for any personal debts incurred. Long further asserts that the campaign  
6 purchased and distributed over 20,000 copies for campaign-related purposes and he did not  
7 personally profit from the book purchases. Based on these representations, it appears that the  
8 campaign book purchases in 2010 may have occurred after Long’s contractual obligations were  
9 met,<sup>2</sup> but even if the Committee assumed Long’s personal obligation, it may have been a  
10 permissible use of campaign funds. Moreover, the large amount Long contributed or loaned to  
11 his campaign at the time that the Committee purchased the books relative to the size of the  
12 expenditure for books circumstantially rebuts suggestions that Long needed the campaign to  
13 fulfill any personal obligation that he may have had to Strang Communications.

14 Given the circumstances in this matter, the Commission concludes that further  
15 enforcement action would not be an efficient use of the Commission’s resources and dismisses  
16 the allegations that William Todd Long violated 2 U.S.C. § 439a(b) and 11 C.F.R. § 113.1(g) by  
17 converting campaign funds to personal use.<sup>3</sup>

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<sup>2</sup> The Respondents did not provide a copy of the contract between Long and his publisher that could verify this inference.

<sup>3</sup> *Heckler v. Chaney*, 470 U.S. 821 (1985).

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: Long, William Todd (f/k/a Todd Long for US Congress) MUR 6638  
and Todd Long in his official capacity as treasurer

This matter was generated by a complaint filed with the Federal Election Commission by Scott Randolph alleging that, in 2009, William Todd Long entered into a "personal obligation to purchase a significant number of copies" of a book that he "co-published" with a publishing firm called Creation House. Compl. at 1 (Aug. 31, 2012). It further alleges that Long and his campaign committees used \$44,499.99 in campaign funds to purchase copies of the book in 2009 and 2010 in fulfillment of that personal obligation, and an additional \$6,510 to mail out copies of the book in 2012. *Id.* at 1-2. The Complaint alleges that Long and his campaign committees violated the Federal Election Campaign Act of 1971, as amended (the "Act"), and the Commission's "personal use" regulation by using campaign funds to fulfill a personal obligation of the candidate. *Id.* at 3. For reasons set forth below, the Commission concludes that further enforcement action would not be an efficient use of the Commission's resources and exercises its prosecutorial discretion to dismiss this matter.

Long ran for Congress in Florida's 8th Congressional District in 2008 and 2010, and in the 9th Congressional District in 2012. Long's principal campaign committee for the 2012 election, which filed a Statement of Organization on March 26, 2012, was called Todd Long for U.S. Congress until November 27, 2012, when an amended Statement of Organization was filed changing the name to "Long, William Todd" and naming Todd Long as treasurer (collectively, the "2012 Committee").

Complainant alleges that, in 2009, Long entered into a co-publishing agreement with Creation House to publish a book entitled *The Conservative Comeback: How To Win The Battle*

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1 *For The Soul Of America*. *Id.* The Complaint includes a copy of the Creation House 2010  
2 Catalog, which identifies Long as the author of a book by that same name, at a retail price of  
3 \$12.99. *Id.*, Ex. 1 at 6. The Complaint states that Long, the host of a radio talk show called *The*  
4 *Conservative Comeback* that aired in Central Florida on 540 WFLA AM, was attempting to  
5 “bolster his career as a radio talk show host by entering into a contract with a vanity publisher to  
6 co-publish a book with the same name as his radio show.” Compl. at 1, 3.

7 The Complaint quotes the terms found on Creation House’s website and alleges that,  
8 under the terms of Long’s agreement with Creation House, Long had a “personal obligation to  
9 purchase a significant number of copies” of the book and that Creation House would agree to  
10 “pay [the author] a royalty for each book [it] sell[s].” *Id.* at 1. The Complaint contends that the  
11 respondents violated the “personal use” prohibitions of the Act and Commission regulations  
12 when the campaign assumed Long’s personal obligation by disbursing \$44,499.99 to purchase  
13 copies of his book during the 2010 election cycle, and by using \$6,510 in campaign funds in  
14 2012 for mailing expenses to mail copies of the books. *Id.* at 2-3.

15 In addition to Long’s “personal obligation” to purchase books based on the alleged  
16 agreement, the Complaint identifies other factors that it contends indicate that Long’s debt was  
17 personal and incurred irrespective of his 2010 and 2012 campaigns. For instance, an affidavit  
18 that Long executed on April 6, 2011, as part of his divorce proceeding lists a \$2,720 debt to  
19 “Strang Communications” among Long’s personal liabilities. *Id.*, Ex. 2 at 9.

20 In addition to the disbursements to Strang Communications, Long’s campaign reported  
21 \$1,533 in other book-related disbursements, including gas for book delivery and for postage.  
22 The Complaint states that Long “continue[d] to use campaign funds to distribute copies” of the  
23 book in 2012 based on disbursements totaling \$6,510 for postage and mailing. The chart below

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1 lists book-related disbursements disclosed by Long's campaign committees from 2009 through  
2 2012 (amounts with asterisk not identified in Complaint):

3 Book-related Disbursements Disclosed by 2010 and 2012 Committees

Date	Amount	Payee	Purpose
12/04/09	\$10,833.33	Strang Communications	Books
2/04/10	\$10,833.33	Strang Communications	books/printing
2/22/10	\$10,833.33	Strang Communications	Books
5/28/10	\$128.00*	Andrew Monk	Gas for book delivery
6/01/10	\$4,000.00	Strang Communications	Printing
7/19/10	\$4,000.00	Strang Communications	Printing
8/04/10	\$4,000.00	Strang Communications	Printing
8/19/10	\$731.00*	US Post Office	postage for books
8/19/10	\$674.00*	US Postal Service	mail books
7/13/12	\$1,240.00	Postmaster	stamps for books
7/17/12	\$2,470.00	Postmaster	stamps for books
7/18/12	\$2,800.00	Iamsco Mail	mailing books
Total	\$52,542.99		

4  
5 The 2012 Committee asserts that "Long bought some books . . . from his own personal  
6 funds which he paid back with his personal funds." 2012 Comm. Resp. at 1 (Oct. 24, 2012).

7 The 2012 Committee states that "[s]ome books were bought and distributed by the campaign,  
8 since it was a book of solutions to our national challenges and we believed much more effective  
9 than palm cards." *Id.* The 2012 Committee denies that the campaign ever paid "any personal  
10 debt or obligations" of Long. *Id.*

11 In his response, Long acknowledges that he entered into a book agreement with Creation  
12 House in 2009. Long Resp. at 1 (Sept. 26, 2012). He does not dispute the Complaint's  
13 description of the terms of the co-publishing agreement; rather, he asserts that he purchased  
14 copies of his book with his own money. *Id.* Long further notes that "[w]hen [he] decided to run  
15 for Congress during the 2010 election, the campaign purchased many more books . . . which  
16 were distributed to over 20,000 voters in the district, some mailed and some hand delivered." *Id.*

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1 Long asserts that “at no time did [he] profit from any of these books we purchased for the  
2 campaign and at no time did [he] use campaign funds for any personal debts.” *Id.*

3 Long states that, in the 2012 election, “the campaign once again distributed books” that  
4 he “had purchased personally in the primary for which costs were incurred.”<sup>1</sup> *Id.* Long concedes  
5 that he “did owe Strang Communications a very small amount of money for books [he] had  
6 personally purchased from them, (which [the complaint] referred to . . . [in the] financial  
7 affidavit in the divorce proceeding),” but claims that he “believe[s] it was just delivery costs,”  
8 which he has “since repaid . . . with [his] own funds.” *Id.*

9 Long asserts that he entered into the publishing agreement in 2009, at which time he  
10 purchased some copies of his book under the agreement. The Committee asserts campaign funds  
11 were not used to pay for any personal debts incurred. Long further asserts that the campaign  
12 purchased and distributed over 20,000 copies for campaign-related purposes and he did not  
13 personally profit from the book purchases. Based on these representations, it appears that the  
14 campaign book purchases in 2010 may have occurred after Long’s contractual obligations were  
15 met,<sup>2</sup> but even if the Committee assumed Long’s personal obligation, it may have been a  
16 permissible use of campaign funds. Moreover, the large amount Long contributed or loaned to  
17 his campaign at the time that the Committee purchased the books relative to the size of the  
18 expenditure for books circumstantially rebuts suggestions that Long needed the campaign to  
19 fulfill any personal obligation that he may have had to Strang Communications.

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<sup>1</sup> The primary election occurred on August 14, 2012. As indicated in the above chart, the 2012 Committee disclosed three book-related disbursements in July 2012.

<sup>2</sup> The Respondents did not provide a copy of the contract between Long and his publisher that could verify this inference.

1           Given the circumstances in this matter, the Commission concludes that further  
2 enforcement action would not be an efficient use of the Commission's resources and dismisses  
3 the allegations that Long, William Todd (f/k/a Todd Long for U.S. Congress) violated 2 U.S.C.  
4 § 439a(b) and 11 C.F.R. § 113.1(g) by converting campaign funds to personal use.<sup>3</sup>

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<sup>3</sup>       *Heckler v. Chaney*, 470 U.S. 821 (1985).

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: Todd Long for Congress (2010) and  
Rosa Alvarez in her official capacity as treasurer

MUR 6638

This matter was generated by a complaint filed with the Federal Election Commission by Scott Randolph alleging that, in 2009, William Todd Long entered into a "personal obligation to purchase a significant number of copies" of a book that he "co-published" with a publishing firm called Creation House. Compl. at 1 (Aug. 31, 2012). It further alleges that Long and his campaign committees used \$44,499.99 in campaign funds to purchase copies of the book in 2009 and 2010 in fulfillment of that personal obligation, and an additional \$6,510 to mail out copies of the book in 2012. *Id.* at 1-2.

The Complaint alleges that Long and his campaign committees violated the Federal Election Campaign Act of 1971, as amended (the "Act"), and the Commission's "personal use" regulation by using campaign funds to fulfill a personal obligation of the candidate. *Id.* at 3. The Complaint further alleges that the respondents "knowingly and corruptly attempt[ed] to cover up this substantial theft of campaign funds by filing false reports with the . . . Commission." *Id.* For reasons set forth below, the Commission concludes that further enforcement action would not be an efficient use of the Commission's resources and exercises its prosecutorial discretion to dismiss this matter.

Long ran for Congress in Florida's 8th Congressional District in 2008 and 2010, and in the 9th Congressional District in 2012. Todd Long for Congress was Long's principal campaign committee for the 2010 election and Rosa Alvarez served as its treasurer (collectively, the "2010 Committee" or the "respondents"). The 2010 Committee filed a Statement of Organization with the Commission on October 30, 2009, and was terminated on September 2, 2010.

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1 Complainant alleges that, in 2009, Long entered into a co-publishing agreement with  
2 Creation House to publish a book entitled *The Conservative Comeback: How To Win The Battle*  
3 *For The Soul Of America*. *Id.* The Complaint includes a copy of the Creation House 2010  
4 Catalog, which identifies Long as the author of a book by that same name, at a retail price of  
5 \$12.99. *Id.*, Ex. 1 at 6. The Complaint states that Long, the host of a radio talk show called *The*  
6 *Conservative Comeback* that aired in Central Florida on 540 WFLA AM, was attempting to  
7 “bolster his career as a radio talk show host by entering into a contract with a vanity publisher to  
8 co-publish s book with the same name as his radio show.” Compl. at 1, 3.

9 The Complaint quotes the terms found on Creation House’s website and alleges that,  
10 under the terms of Long’s agreement with Creation House, Long had a “personal obligation to  
11 purchase a significant number of copies” of the book and that Creation House would agree to  
12 “pay [the author] a royalty for each book [it] sell[s].” *Id.* at 1. The Complaint contends that the  
13 respondents violated the “personal use” prohibitions of the Act and Commission regulations  
14 when the campaign assumed Long’s personal obligation by disbursing \$44,499.99 to purchase  
15 copies of his book during the 2010 election cycle, and by using \$6,510 in campaign funds in  
16 2012 for mailing expenses to mail copies of the books. *Id.* at 2-3.

17 In addition to Long’s “personal obligation” to purchase books based on the alleged  
18 agreement, the Complaint identifies other factors that it contends indicate that Long’s debt was  
19 personal and incurred irrespective of his 2010 and 2012 campaigns. For instance, an affidavit  
20 that Long executed on April 6, 2011, as part of his divorce proceeding lists a \$2,720 debt to  
21 “Strang Communications” among Long’s personal liabilities. *Id.*, Ex. 2 at 9. Further, the  
22 Complaint asserts that the 2010 Committee’s failure to initially disclose the book payment  
23 reflects that Long “tried to hide” the payment, and attempted to “cover up” the “theft” by filing

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1 "false" disclosure reports. *Id.* at 2-3. Specifically, the Complaint states that the 2010 April  
2 Quarterly Report disclosed two \$10,833.33 payments to Strang Communications, listing the  
3 purpose as "check." *Id.* at 2. After the Reports Analysis Division ("RAD") sought clarification  
4 through a Request for Additional Information ("RFAT"), the 2010 Committee amended its April  
5 Quarterly Report, describing the purpose of one disbursement as "books/printing" and the other  
6 as "books." *Id.*, Ex. 9 at 2.

7 In addition to the disbursements to Strang Communications, the 2010 Committee  
8 reported \$1,533 in other book-related disbursements, including gas for book delivery and for  
9 postage. The Complaint states that Long "continue[d] to use campaign funds to distribute  
10 copies" of the book in 2012 based on disbursements totaling \$6,510 for postage and mailing.  
11 The chart below lists book-related disbursements disclosed by Long's campaign committees  
12 from 2009 through 2012 (amounts with asterisk not identified in Complaint):

13 Book-related Disbursements Disclosed by 2010 and 2012 Committees

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7/19/10	\$4,000.00	Strang Communications	Printing
8/04/10	\$4,000.00	Strang Communications	Printing
8/19/10	\$731.00*	US Post Office	postage for books
8/19/10	\$674.00*	US Postal Service	mail books
7/13/12	\$1,240.00	Postmaster	stamps for books
7/17/12	\$2,470.00	Postmaster	stamps for books
7/18/12	\$2,800.00	Iamsco Mail	mailing books
Total	\$52,542.99		

1           The response of the 2010 Committee mainly addresses the amended 2010 April Quarterly  
2 Report in response to the RFAI from RAD. It states that “that report was done with care and per  
3 the rules as [the treasurer] knew them to be,” and that “[the treasurer] spen[t] an exorbitant  
4 amount of time to correct the mistake.” 2010 Comm. Resp. at 1 (Feb. 14, 2013). The 2010  
5 Committee does not address the “personal use” allegations but denies knowledge of any issues or  
6 statements related to Long’s divorce.

7           In his response, Long acknowledges that he entered into a book agreement with Creation  
8 House in 2009. Long Resp. at 1 (Sept. 26, 2012). He does not dispute the Complaint’s  
9 description of the terms of the co-publishing agreement; rather, he asserts that he purchased  
10 copies of his book with his own money. *Id.* Long further notes that “[w]hen [he] decided to run  
11 for Congress during the 2010 election, the campaign purchased many more books . . . which  
12 were distributed to over 20,000 voters in the district, some mailed and some hand delivered.” *Id.*  
13 Long asserts that “at no time did [he] profit from any of these books we purchased for the  
14 campaign and at no time did [he] use campaign funds for any personal debts.” *Id.*

15           Long states that, in the 2012 election, “the campaign once again distributed books” that  
16 he “had purchased personally in the primary for which costs were incurred.”<sup>1</sup> *Id.* Long concedes  
17 that he “did owe Strang Communications a very small amount of money for books [he] had  
18 personally purchased from them, (which [the complaint] referred to . . . [in the] financial  
19 affidavit in the divorce proceeding),” but claims that he “believe[s] it was just delivery costs,”  
20 which he has “since repaid . . . with [his] own funds.” *Id.*

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<sup>1</sup>           The primary election occurred on August 14, 2012. As indicated in the above chart, the 2012 Committee disclosed three book-related disbursements in July 2012.

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1 Long asserts that he entered into the publishing agreement in 2009, at which time he  
2 purchased some copies of his book under the agreement. The Committee asserts campaign funds  
3 were not used to pay for any personal debts incurred. Long further asserts that the campaign  
4 purchased and distributed over 20,000 copies for campaign-related purposes and he did not  
5 personally profit from the book purchases. Based on these representations, it appears that the  
6 campaign book purchases in 2010 may have occurred after Long's contractual obligations were  
7 met,<sup>2</sup> but even if the Committee assumed Long's personal obligation, it may have been a  
8 permissible use of campaign funds. Moreover, the large amount Long contributed or loaned to  
9 his campaign at the time that the Committee purchased the books relative to the size of the  
10 expenditure for books circumstantially rebuts suggestions that Long needed the campaign to  
11 fulfill any personal obligation that he may have had to Strang Communications.

12 Given the circumstances in this matter, the Commission concludes that further  
13 enforcement action would not be an efficient use of the Commission's resources. Furthermore,  
14 the Commission granted the 2010 Committee's termination request in September 2010.  
15 Accordingly, the Commission dismisses the allegations that the 2010 Committee violated  
16 2 U.S.C. § 439a(b) and 11 C.F.R. § 113.1(g).<sup>3</sup>

17 As stated earlier, in response to an RFAI dated June 8, 2010, the 2010 Committee  
18 amended its 2010 April Quarterly Report by describing the purpose of one of the \$10,833.33  
19 disbursements at issue as "books/printing" and the other as "books." Given that the Committee  
20 amended its reports approximately one month after the RFAI was sent and further clarified its  
21 description of the disbursements another month after its first amendment, and in light of the 2010

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<sup>2</sup> The Respondents did not provide a copy of the contract between Long and his publisher that could verify this inference.

<sup>3</sup> *Heckler v. Chaney*, 470 U.S. 821 (1985).



- 1 Committee's status as terminated, the Commission dismisses the allegation that 2010 Committee
- 2 filed erroneous reports in connection with these disbursements.

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